



BellSouth Telecommunications, Inc.  
Suite 2104  
333 Commerce Street  
Nashville, TN 37201-3300

Charles L. Howorth, Jr.  
Regulatory Vice President

615 214-6520  
Fax 615 214-8858

August 27, 2002

Mr. Joe Werner, Chief  
Telecommunications Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee

RECEIVED

AUG 28 2002

TELECOMMUNICATIONS DIVISION  
TENNESSEE REGULATORY AUTHORITY

02-00909

DOCKET NO.

02-00909

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN01-D544-01

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 27, 2002. We request that this tariff be effective on September 26, 2002.

**General Subscriber Services Tariff A**

- Section A5 - Original Page 335
- Original Page 336
- Original Page 337
- Original Page 338

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package. Because this customer is a government entity, we have enclosed the un-redacted contract in the filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Attachment

**EXECUTIVE SUMMARY**  
**CSA NO. TN01-D544-01**

**INTRODUCTION**

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with BellSouth® Centrex service.

**DESCRIPTION OF SERVICE:**

This Contract Service Arrangement provides BellSouth® Centrex service as described in A12.25 of the General Subscriber Services Tariff.

**DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT**

This Contract Service Arrangement is included in the Contract Between Metropolitan Government of Nashville and Davidson County and BellSouth Business for the Purchase of Services, Number 14812, dated June 5, 2002 (copy attached). This CSA is referenced on the first page of the above-referenced Contract under "Contractor's Proposal".

This Contract Service Arrangement is for a term of 5 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

**REVENUE AND COST INFORMATION**

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

ISSUED: August 27, 2002  
BY: President - Tennessee  
Nashville, Tennessee

EFFECTIVE: September 26, 2002

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.6 Contract Service Arrangements (Cont'd)

#### A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

##### Case No. TN01-D544-01

This Contract Service Arrangement provides rates and charges for BellSouth® Centrex service served from a DMS central office for a minimum service period of sixty (60) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(1) BellSouth® Centrex service, Payment Plan 5

	Nonrecurring Charge	60 Months Monthly Rate	USOC	
(a) Standard common equipment, each	\$600.00	\$1125.00	M1ACS	(N)
(b) Common equipment customized by the Company at the subscriber's request, each	750.00	1125.00	M1ACC	(N)
(c) Station Links, Measured Rate, each	-	7.70	M4LRA	(N)
(d) Station Links for 800 Service Termination, Measured Rate, each	-	7.70	M4LRB	(N)
(e) Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only) Measured Rate, Each	-	7.70	M4LRC	(N)
(f) Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRD	(N)
(g) Station Terminated on Electronic Business Sets/M5209 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRE	(N)
(h) Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRF	(N)
(i) Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRG	(N)
(j) Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRT	(N)
(k) Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRU	(N)
(l) Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRV	(N)
(m) Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Measured Rate, Each	-	7.70	M4LR3	(N)
(n) Station Links Equipped with Caller ID, Measured Rate, Each	-	7.70	M4LRH	(N)
(o) Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Measured Rate, Each	-	7.70	M4LRW	(N)
(p) Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Measured Rate, Each	-	7.70	M4LRJ	(N)
(q) Station Links for Provision in a Different Serving Wire Center, Measured Rate, Each	-	7.70	M4LRM	(N)
(r) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Measured Rate, Each	-	7.70	M4LRO	(N)
(s) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRP	(N)

ISSUED: August 27, 2002  
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Nashville, Tennessee

EFFECTIVE: September 26, 2002

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.6 Contract Service Arrangements (Cont'd)

#### A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN01-D544-01 (Cont'd)

(1) BellSouth® Centrex service, Payment Plan 5 (cont'd)

	Nonrecurring Charge \$-	60 Months Monthly Rate	USOC	
(t) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Measured Rate, Each		\$7.70	M4LRQ	(N)
(u) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRR	(N)
(v) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Measured Rate, Each	-	7.70	M4LRS	(N)
(w) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Measured Rate, Each	-	7.70	M4LR4	(N)
(x) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Measured Rate, Each	-	7.70	M4LR5	(N)
(y) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Measured Rate, Each	-	7.70	M4LR6	(N)
(z) Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Measured Rate, Each	-	7.70	M4LR7	(N)
(aa) Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Measured Rate, Each	-	7.70	M4LRZ	(N)
(bb) Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Measured Rate, Each	-	-	M4LR9	(N)
(cc) Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Measured Rate, Each	-	-	M4LR2	(N)
(dd) Bridged Links, Located on different premises from station link on non-continuous property, each	-	7.70	M1FNX	(N)
(ee) Bridged Links, Located on different premises from station link on same continuous property, each	-	7.70	M1FCX	(N)
(ff) Extended Bridged Links, Extended to different premises, different serving wire center, each	-	7.70	M1FEX	(N)

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® BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

EFFECTIVE: September 26, 2002

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.6 Contract Service Arrangements (Cont'd)

#### A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

#### Case No. TN01-D544-01 (Cont'd)

#### (2) BellSouth® Centrex service

	Nonrecurring Charge	60 Months Monthly Rate	USOC	(N)
(a) Standard Features, per station line, each	\$19.50	\$3.95	CENAA	(N)
(b) BellSouth® Centrex Control, Service Establishment, Initial Setup, Per System	950.00	-	CCXEN	(N)
(c) BellSouth® Centrex Control, Per Line, Initial Setup, Each station line, Company provisioned, subscriber provisioned, or converted from ECAS, DECAS, or Customer Control	19.50	3.95	CENCA	(N)
(d) Interoffice Channels, Per Non-ISDN service channel, Each	240.00	21.30	M1GBC	(N)
(e) Interoffice channels, Per Non-ISDN service channel, Per mile	-	.05	M1GBM	(N)
(f) 800 Service, VFG/SFG, Each termination	51.00	.95	M1H8T	(N)
(g) Digital termination (1.544 Megabits), Per Termination, DS1 Circuit, each	77.00	350.00	M1HD1	(N)
(h) Digital Termination (1.544 Megabits), Per Termination, Per DSO channel activated	32.50	-	M1HDO	(N)
(i) Automatic Call Distribution (ACD), Basic (DMS-100), Per ACD group	475.00	17.00	M3UAD	(N)
(j) Automatic Call Distribution (ACD) Activate/Deactivate Not Ready, non-EBS (DMS-100), Per line	3.00	.30	M5VAX	(N)
(k) Conference Arrangements, Conference Use Control, Conference Capability, Each 6-port conference circuit	25.00	.20	CENOG	(N)
(l) Delay Announcement, Per announcement	145.00	24.20	M2SDA	(N)
(m) Distinctive Ringing, Per system (DMS-100)	59.00	1.10	M2WAD	(N)
(n) Music/Announcement on Hold, Per system	60.00	15.50	M3DS6	(N)
(o) Music/Announcement on Hold, Per additional unique announcement, each	60.00	25.00	M3DU6	(N)
(p) BellSouth® Centrex Control, User Identification Codes, Per additional user login and password	50.00	-	CCXUC	(N)
(q) BellSouth® Centrex Control, Security Card, Per card	100.00	-	CCXSC	(N)
(r) Network Access Register (NAR) Usage Package, per NAR, Both-way, Measured Rate	-	.50	M9QCR	(N)
(s) Network Access Register (NAR) Usage Package, per NAR, One-way Inward, Measured Rate	-	.50	M9Q1R	(N)
(t) Network Access Register (NAR) Usage Package, per NAR, One-way Outward, Measured Rate	-	.50	M9QOR	(N)
(3) Grouping Service, Business, Measured Rate				(N)
(a) Per NAR made rotary	-	.50	HTGTR	(N)

ISSUED: August 27, 2002  
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Nashville, Tennessee

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## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.6 Contract Service Arrangements (Cont'd)

#### A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

##### Case No. TN01-D544-01 (Cont'd)

(4) BellSouth® Centrex ISDN service, Payment Plan 5

	Nonrecurring Charge	60 Months Monthly Rate	USOC	
(a) Interoffice circuit, Per DSL, Each, including first mile	\$240.00	\$95.00	M1GNC	(N)
(b) Interoffice Circuit, Per DSL, Each add'l mile	-	.35	M1GNM	(N)
(c) ISDN Basic Rate Digital Subscriber Line (DSL) Access Capability Charges, Basic Rate DSL Access Arrangement, Two-wire interface, Per DSL, Low volume-5ESS/DMS	130.00	25.65	LTU1X	(N)
(d) ISDN Basic Rate Digital Subscriber Line (DSL) Access Capability Charges, B Channels Activated (Maximum of 2), Alternate Voice and Data – For use with Measured Rate BellSouth® Centrex ISDN Service, Circuit Switched Voice/Data (5ESS/DMS)	10.00	-	LTQ8M	(N)
(e) ISDN Optional Circuit Switched Features Six-Way Conference, Drop, Hold and Transfer – For use with non-EKTS or EKTS, Per User Profile	2.00	9.50	LLY6P	(N)

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Metropolitan Government Of Nashville & Davidson County ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein. In the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of

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Page 1 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

this Agreement. Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement. Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement. Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

**Company**

-----  
BellSouth Telecommunications, Inc.  
Assistant Vice President  
333 Commerce Street  
Nashville, TN 372013300

**Subscriber**

-----  
Metropolitan Government Of Nashville & Davidson County  
700 2nd Ave S  
Nashville, TN 37210

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

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Page 2 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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Page 3 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**Case Number TN01-D544-01  
Option 1 of 1

Offer Expiration: This offer shall expire on: 5/29/02.

Estimated service interval following acceptance date: Negotiable weeks.

## Service description:

Contract Service Arrangement to provide rates and charges for BellSouth® Centrex service served from a DMS central office. Sixty (60) month payment plan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Metropolitan Government Of Nashville &amp; Davidson County

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Page 4 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number TN01-D544-01

Option 1 of 1

## RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth® Centrex service, Payment Plan 5, Standard common equipment (a) Each	\$600.00	\$1,125.00	MIACS
2. BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request (Note 4) (a) Each	\$750.00	\$1,125.00	MIACC
3. BellSouth® Centrex service, Standard Features, per station line (a) Each	\$19.50	\$3.95	CENAA
4. BellSouth® Centrex service, BellSouth® Centrex Control, Service Establishment, Initial setup (Note 4) (a) Per System	\$950.00	\$0.00	CCXEN
5. BellSouth® Centrex service, BellSouth® Centrex Control, Per Line, Initial Setup (Note 4) (a) Each station line, Company provisioned, subscriber provisioned, or converted from ECAS, DECAS, or Customer Control	\$19.50	\$3.95	CENCA
6. BellSouth® Centrex service, Payment Plan 5, Station Links, Measured Rate (Notes 2, 3) (a) Each	\$0.00	\$7.70	M4LRA
7. BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Measured Rate (Notes 2, 3) (a) Each	\$0.00	\$7.70	M4LRB
8. BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100)	\$0.00	\$7.70	M4LRC

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Page 5 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number TN01-D544-01

Option 1 of 1

## RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
8. only). Measured Rate (Notes 2, 3, 4) (a) Each			
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
9. BellSouth® Centrex service, Payment Plan 5. Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only). Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRD
10. BellSouth® Centrex service, Payment Plan 5. Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only). Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRE
11. BellSouth® Centrex service, Payment Plan 5. Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only). Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRF
12. BellSouth® Centrex service, Payment Plan 5. Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only). Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRG
13. BellSouth® Centrex service, Payment Plan 5. Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only). Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRT
14. BellSouth® Centrex service, Payment Plan 5. Station Links Terminated on Electronic Business Sets/M5208 (DMS-100	\$ .00	\$7.70	M4LRU

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Page 6 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number TN01-D544-01

Option 1 of 1

## RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
14. only). Measured Rate (Notes 2, 3, 4) (a) Each			
15. BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRV

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
16. BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LR3
17. BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRH
18. BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRW
19. BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRJ
20. BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Measured	\$ .00	\$7.70	M4LRM

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Page 7 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
20. Rate (Notes 2, 3, 4) (a) Each			
21. BellSouth® Centrex service. Payment Plan 5. Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRO
22. BellSouth® Centrex service. Payment Plan 5. Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRP
23. BellSouth® Centrex service. Payment Plan 5. Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRQ
24. BellSouth® Centrex service. Payment Plan 5. Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRR
25. BellSouth® Centrex service. Payment Plan 5. Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Measured Rate (Notes 2, 3, 4)	\$ .00	\$7.70	M4LRS

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Page 8 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
25. (a) Each			
26. BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LR4
27. BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LR5
28. BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LR6
29. BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LR7
30. BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Measured Rate (Notes 2, 3, 4) (a) Each	\$ .00	\$7.70	M4LRZ

PRIVATE/PROPRIETARY

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Page 9 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
30.			
31. BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Measured Rate (Notes 2, 3) (a) Each	\$ .00	\$ .00	M4LR9
32. BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Measured Rate (Notes 2, 3) (a) Each	\$ .00	\$ .00	M4LR2
33. BellSouth® Centrex service, Payment Plan 5, Bridged Links (Notes 2, 3, 4) (a) Located on different premises from station link on non-continuous property, each	\$ .00	\$7.70	M1FNX

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
34. BellSouth® Centrex service, Payment Plan 5, Bridged Links (Notes 2, 3, 4) (a) Located on different premises from station link on same continuous property, each	\$ .00	\$7.70	M1FCX
35. BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links (Notes 2, 3, 4) (a) Extended to different premises, different serving wire center, each	\$ .00	\$7.70	M1FEX
36. BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel (a) Each	\$240.00	\$21.30	M1GBC

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 10 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number TN01-D544-01

Option 1 of 1

## RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
36.			
37. BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel (a) Per mile	\$0.00	\$0.05	M1GBM
38. BellSouth® Centrex service, 800 Service, VFG/SFG (Note 4) (a) Each termination	\$51.00	\$0.95	M1H8T
39. BellSouth® Centrex service, Digital Termination (1.544 Megabits), Per Termination (Note 4) (a) DS1 circuit, each	\$77.00	\$350.00	M1HDI
40. BellSouth® Centrex service, Digital Termination (1.544 Megabits), Per Termination (Note 4) (a) Per DSO channel activated	\$32.50	\$0.00	M1HDO
41. BellSouth® Centrex service, Automatic Call Distribution (ACD), Basic (DMS-100) (Note 4) (a) Per ACD group	\$475.00	\$17.00	M3UAD

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
42. BellSouth® Centrex service, Automatic Call Distribution (ACD) Activate/Deactivate Not Ready, non-EBS (DMS-100) (a) Per line	\$3.00	\$0.30	M5VAX
43. BellSouth® Centrex service, Conference Arrangements, Conference Use Control, Conference Capability (a) Each 6-port conference circuit	\$25.00	\$0.20	CENOG
44. BellSouth® Centrex service, Delay Announcement (Note 4)	\$145.00	\$24.20	M2SDA

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Page 11 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
44. (a) Per announcement			
45. BellSouth® Centrex service, Distinctive Ringing (Note 4) (a) Per system (DMS-100)	\$59.00	\$1.10	M2WAD
46. BellSouth® Centrex service, Music/Announcement on Hold (Note 4) (a) Per system	\$60.00	\$15.50	M3DS6
47. BellSouth® Centrex service, Music/Announcement on Hold (Note 4) (a) Per additional unique announcement, each	\$60.00	\$25.00	M3DU6
48. BellSouth® Centrex service, BellSouth® Centrex Control, User Identification Codes (Note 4) (a) Per additional user login and password	\$50.00	\$ .00	CCXUC
49. BellSouth® Centrex service, BellSouth® Centrex Control, Security Card (Note 4) (a) Per card	\$100.00	\$ .00	CCXSC
50. BellSouth® Centrex ISDN service, Payment Plan 5, Interoffice circuit, Per DSL (Note 3) (a) Each, including first mile	\$240.00	\$95.00	M1GNC

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
51. BellSouth® Centrex ISDN service, Payment Plan 5, Interoffice circuit, Per DSL (Note 3) (a) Each add'l mile	\$ .00	\$ .35	M1GNM
52. BellSouth® Centrex ISDN service, Payment Plan 5, ISDN Basic Rate Digital Subscriber Line (DSL) Access Capability Charges, Basic Rate DSL Access Arrangement,	\$130.00	\$25.65	LTU1X

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Page 12 of 17

Customer Initials \_\_\_\_\_  
Date \_\_\_\_\_

# **CONTRACT SERVICE ARRANGEMENT AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

## **RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
52. Two-wire interface, Per DSL (Note 3) (a) Low volume-5ESS/DMS			
53. BellSouth® Centrex ISDN service, Payment Plan 5, ISDN Basic Rate Digital Subscriber Line (DSL) Access Capability Charges. B Channels Activated (Maximum of 2). Alternate Voice and Data - For use with Measured Rate BellSouth® Centrex ISDN Service (Notes 3, 4) (a) Circuit Switched Voice/Data (5ESS/DMS)	\$10.00	\$0.00	LTQ8M
54. BellSouth® Centrex ISDN service, Payment Plan 5, ISDN Optional Circuit Switched Features Six-Way Conference, Drop, Hold and Transfer - For use with non-EKTS or EKTS (a) Per User Profile	\$2.00	\$9.50	LLY6P
55. BellSouth® Centrex service, Network Access Register (NAR) Usage Package, per NAR (a) Both-way, Measured Rate	\$0.00	\$0.50	M9QCR
56. BellSouth® Centrex service, Network Access Register (NAR) Usage Package, per NAR (a) One-way Inward, Measured Rate	\$0.00	\$0.50	M9Q1R
57. BellSouth® Centrex service, Network Access Register (NAR) Usage Package, per NAR (a) One-way Outward, Measured Rate	\$0.00	\$0.50	M9QOR

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
58. Grouping Service, Business, Measured Rate	\$0.00	\$0.50	HTGTR

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Page 13 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

**RATES AND CHARGES**Rate ElementNon-RecurringMonthly Rate USOC

58. (a) Per NAR made rotary

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Page 14 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

**RATES AND CHARGES****NOTES:**

1. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth Tariff.
2. This contract is based on a weighted average loop length of 1.07 miles. If the weighted average loop length exceeds 1.25 miles the contract will be subject to review and re-negotiation.
3. Payment Plan designation is for provisioning purposes only.
4. The appropriate tariff notes associated with each rate element apply as specified in the GSST.
5. The following non-recurring charges will not apply upon initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below in addition to applicable termination liability charges:

Contract Preparation Charge (single charge)	\$623.00
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®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

**END OF ARRANGEMENT AGREEMENT OPTION 1**

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Page 15 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

Attachment 1

## Standard Feature Classification(s)

BellSouth® Centrex Service - DMS

BellSouth® Centrex Control - DMS

The list of Standard Features will be provided under separate cover.

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:

- A. Customer has received offers for comparable services from one or more other service providers. Providers include XO Communications, Adelphia Business Systems, NewSouth Corp.
- B. Customer is purchasing or has purchased comparable services from one or more other service providers. Providers include Adelphia Business Systems, XO Communications.
- C. Customer has been contacted by one or more other service providers of comparable services. Providers include XO Communications, Adelphia Business Systems, NewSouth Corp.
- D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services. Providers include XO Communications, Adelphia Business Systems, NewSouth Corp., AT&T.

2. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.

3. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 2 above of this Agreement. The Customer may request a calculation of the termination

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Page 16 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN01-D544-01

Option 1 of 1

Attachment 1

charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$3,240. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 2 above and based on information available at the time of termination:

4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

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Page 17 of 17

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

Number: 14812  
Date: JUN 5 2002

**CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
FOR PURCHASE OF SERVICES**

This contract is entered into on this 5<sup>th</sup> day of June, 2002, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a municipal corporation of the State of Tennessee ("Metro") and BELL SOUTH TELECOMMUNICATIONS, INC., a Georgia Corporation ("Contractor"). This contract consists of the following documents:

- ***This Contract,***
- ***Request For Proposal #01-100,***
- ***BellSouth Best and Final Offer, dated January 31, 2002,***
- ***BellSouth response to Request For Proposal #01-100,***
- ***Contractor's Service Agreement TN01-D544-01,***
- ***Contractor's Service Agreement TN01-C010-00,***
- ***Contractor's Transport Payment Plan,***
- ***Contractor's Acknowledgement of Terms,***
- ***Contractor's Agreement for Provision of List of ADSL Qualified Loops,***
- ***Contractor's BellSouth ADSL Service Payment Plan Agreement,***
- ***Contractor's Fast Packet Services Payment Plan Agreement,***
- ***Contractor's Letter of Election for BellSouth Megalink Service, and***
- ***Contractor's Service Component Pricing List***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***any properly executed amendment or change order to this contract (most recent with first priority),***
- ***this contract,***
- ***Request For Proposal #01-100,***
- ***BellSouth Best and Final Offer, dated January 31, 2002,***
- ***BellSouth response to Request For Proposal #01-100,***
- ***Contractor's Service Agreement TN01-D544-01,***
- ***Contractor's Service Agreement TN01-C010-00,***
- ***Contractor's Transport Payment Plan,***
- ***Contractor's Acknowledgement of Terms,***
- ***Contractor's Agreement for Provision of List of ADSL Qualified Loops,***

- Contractor's BellSouth ADSL Service Payment Plan Agreement,
- Contractor's Fast Packet Services Payment Plan Agreement,
- Contractor's Letter of Election for BellSouth Megalink Service, and
- Contractor's Service Component Pricing List
- 

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:

*Dial Tone (including those services listed on page 1 of this document) services for approximately 6,500 numbers to approximately 280 locations throughout Metro Government of Nashville and Davidson County.*

2. **Term.**

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about May 1, 2002 (beginning date). The initial contract term will end on April 30, 2007 (ending date).
- b) This contract may not be extended. In no event shall the term of this contract exceed five (5) years.

3. **Compensation.** Contractor shall be paid the proposed rates listed in Contractor's Best and Final Offer, dated January 31, 2002 and those rates listed in the attached documents as referenced on page 1 of this document, to be billed on the following basis: (check if applicable)

- a) ☐ single payment following completion,
- b) ☒ monthly, beginning June 1, 2002
- c) ☐ quarterly, beginning
- d) ☐ other (explain)

There will be no other charges or fees for the performance of this contract. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Metro will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

5. **Year 2000 Warranty and Responsibilities.**

Contractor shall use commercially reasonable efforts so that any hardware, software and firmware products, individually and in combination, provided

by Contractor pursuant to this contract shall be successfully transition into the year 2000 with the correct date, without human intervention, including leap year combinations, and shall also provide correct results when moving forward or backward in time through and beyond January 1, 2000. Successful transition and correct results includes recording, processing, storing, presenting and responding to calendar dates of January 1, 2000, and later in the same manner and with the same functionality as such products do for calendar dates of December 31, 1999, and earlier. Any product or combination of products that does not meet the requirements of this subsection shall be deemed defective. Remedies available to Metro for breach of the requirements of this subsection shall include repair or replacement of any defective product(s). Contractor will also provide Metro applicable credits or billing adjustments in accordance with the terms of its applicable tariffs.

**6. Copyright, Trademark, Service Mark, or Patent Infringement**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.
- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - i) *Procure for Metro the right to continue using the products or services.*
  - ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.*
  - iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*

- iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*
- c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:
- i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*
  - ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
  - iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*
7. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Metro shall provide Contractor notice of such failure and a reasonable opportunity to cure. If Contractor fails to cure such failure, Metro shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor, however, Contractor's liability shall be set forth in the tariff.
8. **Termination--Funding.** Should funding for this contract be discontinued, Metro shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination--Notice.** Metro may terminate this contract at any time upon thirty (30) days written notice to Contractor. Notwithstanding the foregoing, Metro will be subject to applicable termination charges for services
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices and Designation of Agent for Service of Process.**
- a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:  
  
**Department:** Information Systems  
**Att'n:** Mr. Richard McKinney, CIO  
**Addr:** 700 Second Avenue South  
Nashville, TN 37210
  - b) Notices to Contractor shall be mailed or hand delivered to:  
  
**Contractor:** BellSouth Business  
**Att'n:** Mr. Bob Slider  
**Addr:** 333 Commerce Street, 24<sup>th</sup> Floor

Nashville, TN 37201

- c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

**Designated Agent:** Senior Attorney  
**Attn:** Mr. Larry Gill  
**Addr:** 2180 Lake Blvd. N.E.  
Atlanta, GA 30319

12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.
14. **Metro Property.** Any Metro property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract.
15. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
16. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
17. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
19. **Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
20. **Insurance.** BellSouth is self-insured.
21. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.
22. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or

order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

**23. Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Contractor shall indemnify, defend, and hold harmless, Metro against any claim, loss, or damage for personal injury, including death or property damage arising from negligent or willful misconduct of Contractor, its employees, agents, affiliates, or parent's company. Metro agrees to give Contractor prompt written notice of any written threat, warning, or notice of any such claim, suit or action and to provide copies of applicable papers and served upon or received by Metro. To the extent permitted by law, contractor shall have the sole right to conduct the defense of any such claim, suit or action and all negotiations for its settlement, judgment, or compromise. Provided, however, any other provision of this Contract notwithstanding Contractor will have no obligation whatsoever to indemnify, defend or hold harmless Metro from, or against, any claim, loss or damage caused in whole or in part by Metro's negligence or willful misconduct. Provided further, that this Section shall not be deemed a waiver of any tariff requirements regarding Contractor's liability.
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including, but not limited to, labor laws and minimum wage laws.
- c) Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contractor.

**24. Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. Notwithstanding the foregoing, Contractor may with reasonable notice assign this contract to its parent, a subsidiary or an affiliate. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S

CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE,  
222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

25. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
26. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
27. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
28. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
29. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

**30. Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**  
**Purchasing Agent:**

Stephen B. [Signature] 5/13/02

**RECOMMENDED:**  
**Department Head**

[Signature]

**Department: Information Systems**

**APPROVED AS TO AVAILABILITY OF FUNDS:**

[Signature]  
**Director of Finance**

**APPROVED AS TO INSURANCE:**

[Signature]  
**Director of Insurance**

**APPROVED AS TO FORM AND LEGALITY:**

[Signature] 06/04/2002  
**Metropolitan Attorney**

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

[Signature]

**Date:** JUN 5 2002

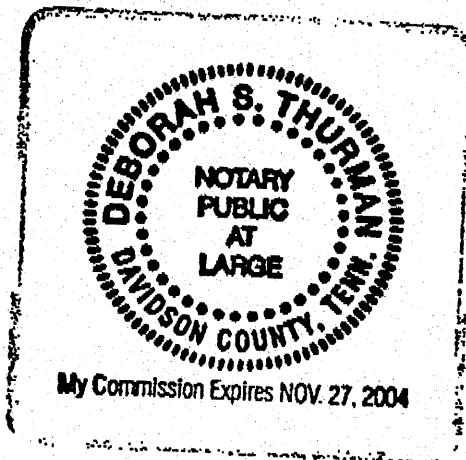
**BY:**

[Signature]  
**Title:** ASST. VICE PRESIDENT

Sworn to and subscribed to before me, a Notary Public, this 29th day of April, 2002, by John C. Ross, the Bellsouth Representative of Contractor and duly authorized to execute this instrument on Contractor's behalf.

[Signature]  
**Notary Public**

**My Commission Expires** December 27, 2004



# Affidavits

State of TennesseeCounty of DAVIDSON

**Contingent Fees Statement:** In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the Bellsouth Representative (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

**Non-Discrimination Affidavit:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the Bellsouth Representative (Offeror) and that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

**And Further Affiant sayeth not:**

By: John C. RasoTitle: ASST. VICE PRESIDENTAddress: 333 COMMENCE ST.NASHVILLE, TN 37201Sworn to and subscribed before me on this 29th day of April2002Deborah S. Thurman  
Notary PublicMy commission expires: November 27, 2004